

## ADDENDUM TO BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement Addendum ("**Addendum**") dated \_\_\_\_\_ ("**Effective Date**"), is entered into by and between ESO Solutions, Inc. ("**Vendor**"), a Texas corporation, and Williamson County EMS ("**Covered Entity**"), for the purpose of setting forth additional Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a "**Party**" and collectively as the "**Parties**." This Agreement shall commence on the Effective Date set forth above.

**WHEREAS**, in connection with Vendor's performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively "**Business Arrangements**"), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

**WHEREAS**, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

Except as otherwise required by law, Vendor shall also use PHI in compliance with this Addendum and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Vendor (Legal Name):**

ESO Solutions, Inc.

**Covered Entity (Legal Name):**

Williamson County EMS

By: 

By: \_\_\_\_\_

Name: Elaine Gordon

Name: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

Date: 12/7/15

Date: \_\_\_\_\_